Prepared By and Return To: Realty Title 6397 Goodman Road

Suite 112 Olive Branch, MS 38654

3/17/09 1:39:49 BK 604 PG 674 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

90801 22 This document was prepared by John C. Morris, III, 2309 Oliver Rd., Monroe, Louisiana 71201 2-893-8077 Telephone: (318) 330-9020

### **INDEXING INSTRUCTIONS:** Lot 91, Chateau Ridge S/D, DeSoto Co., MS

STATE OF MISSISSIPPI

**COUNTY OF Desoto** 

#### SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the undersigned, grantor (s) Citibank, N.A., as Trustee for Bear Stearns Asset-Backed Securities 2007-2, do hereby convey, and warrant specially unto grantee (s) Joyle F. Pertuit and Rene L. Pertuit, as joint tenants with right of survivorship and not as tenants in common, the following described property situated in DeSoto County, Mississippi, to-wit;

# SEE ATTACHMENT EXHIBIT "A"

City, County, and State ad valorem taxes for the year 2009 are to be pro-rated as of the date of delivery of this deed.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas, and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all easements for public utilities as presently laid out, constructed or in use.

WITNESS MY SIGNATURE, this the Le day of May Ch \_, 2009. Citibank, N.A., as Trustee for Bear Stearns Asset-Backed Securities 2007-2 By It's Attorney-In-Fact Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.

JANENE BRENNAN Vice President Loan Documentation STATE OF \_ Polk

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this, the day of March, 2001, within my jurisdiction, the within name Lange Drenner who acknowledge that he/she is \_\_\_\_\_\_ of Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. a corporation which is the Attorney in Fact for Citibank, N.A., as Trustee for Bear Stearns Asset-Backed Securities 2007-2, a corporation, and that for and on behalf of the said Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. in its representative capacity as Attorney in Fact for Citibank, N.A., as Trustee for Bear Stearns Asset-Backed Securities 2007-2, that he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

**GRANTOR:** 

COUNTY OF

KRISTEN DAUNER ommission Number 751866 My Commission Expires March 19, 2011

Citibank, N.A. 7495 New Horizon Way Frederick, MD 21703 301-696-7420 901-998-7826 R09-1012/mw

**GRANTEE:** Joyle F. Pertvut and Rene L. Pertvut 3122 Carrick Germantown, TN 38138 901-758-2126 901-218-6854

## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity the "Trustee") under the Pooling & Servicing Agreement, dated as of April 1, 2007 among Bear Stearns Asset Backed Securities 1 LLC, a Delaware limited liability company, as depositor (the "Depositor"), EMC Mortgage Corporation, A Delaware corporation, as sponsor (in such capacity, the "Sponsor"), Wells Fargo Bank, N.A.., a national banking association, as master servicer (in such capacity, the "Master Servicer") and as securities administrator (in such capacity, the "Securities Administrator) and Citibank, N.A., a national banking association, as trustee (the "Trustee") pursuant to which BSABS Trust 2007-2., Asset Backed Čertificates, Series 2007-2 are issued and not in its individual corporate capacity, hereby constitutes and appoints Wells Fargo Bank, N.A., as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (viii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, as serviced by Wells Fargo Bank, N.A. ("Wells Fargo"), as Master Servicer under the Pooling & Servicing Agreement dated as of April 1, 2007. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

- i. The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,
- ii. The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,
- The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,
- iv. The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.
- v. The Assumption of Security Instruments and the Notes secured thereby,
- vi. The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and
- vii. The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.
- viii. The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This limited power of attorney has been executed and is effective as of this 29<sup>th</sup> day of September 2008 and the same and any subsequent limited power of attorney given to any Subservicer shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- the supervision or termination of Wells Fargo Bank, N.A. as the Servicer with respect to the Loans serviced under the Pooling & Servicing Agreement,
- ii. the transfer of servicing from Wells Fargo Bank, N.A. to another Servicer with respect to the Loans serviced under the Pooling & Servicing Agreement,
- the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Wells Fargo Bank, N.A., or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Wells Fargo Bank, N.A., or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact or any Subservicer under this Limited Power of Attorney shall be revoked with respect to a particular Pooling & Servicing Agreement and the Loans subject thereto upon the occurrence of:

- the suspension or termination of Wells Fargo Bank, N.A. as the Servicer under such Pooling & Servicing Agreement; or
- the transfer of servicing under such Pooling & Servicing Agreement from Wells Fargo Bank, N.A. to another Servicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling & Servicing Agreement or the respective rights, duties or obligations of the Trustee or Wells Fargo Bank, N.A. thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer shall be deemed to be revoked or terminated at the same time.

This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to Wells Fargo Bank, N.A. for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

Wells Fargo Bank, N.A. as Servicer

Name: Title: VPofloa

Witness:

Witness:

STATE OF NEW YORK)

COUNTY OF NEW YORK)

Citibank, N.A., as Trustee

Name: Marion O'Connor

Vice President Title:

Witness:

Name: Karen Schluter Title: Vice President

Witness:

Name: Cirino Emanuele Title: Vice President

On September 29, 2008 before me, a Notary Public in and for said State, personally appeared Marion O'Connor, known to me to be a Vice President of Citibank, N.A., a national banking association that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such national banking association and acknowledged to me that such national banking association executed the within instrument.

SS

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ZENAIDA SANTIAGO NOTARY PUBLIC-STATE OF NEW YORK No. 01\$A6152564 Qualified in Kings County My Commission Expires September 18, 20 10

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COUNTY OF)	
appeared, kno Bank, N.A. that executed the within instru executed said instrument on behalf of suc national banking association executed the	ereunto set my hand and affixed my official seal the da
	Notary Public

STATE OF \_\_\_\_\_\_)

# **EXHIBIT "A"**

### LEGAL DESCRIPTION:

Land referred to in this commitment is described as all that certain property situated in city of Olive Branch in the County of De Soto, and State of MS and being described in a Deed Dated 01/25/2005 and recorded 01/27/2005 in Book 491 Page 359 among the Land Records of the County and State set Forth above, and referenced as follows:

Lot 91, Chateau Ridge Subdivision, situated in Section 11, Township 2 South, Range 6 West, Desoto County, Mississippi as per plat recorded in Plat Book 14, Pages 47-50, Chancery Clerk's Office, Desoto County, Mississippi.

INDEXING INSTRUCTIONS: Lot 91, Chateau Ridge S/D, DeSoto Co., MS